

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ANNMARIE RAMNARINE,

Plaintiff,

- against -

CITIBANK, N.A.,

Defendant.

Case No: 1:22-cv-06406 (NRM)(RER)

**REPLY DECLARATION OF
BEVERLEY PERKINS**

Beverley Perkins, pursuant to 28 U.S.C. § 1746, states the following:

1. I am a Vice President of defendant Citibank, N.A. and Manager of a Financial Center located at 885 Flatbush Avenue, Brooklyn, New York. I make this supplemental declaration in further support of Citibank's motion for an order: (i) compelling arbitration of all disputes between plaintiff and Citibank and staying this action pending completion of the arbitration; and (ii) granting such other and further relief as the Court deems just and proper.

2. As stated in my declaration dated January 26, 2023, I have access to Citibank's business records, including the business records for and relating to the subject matter of this action. I make this declaration based upon my review of the Citibank business records relating to plaintiff's account and from my own personal knowledge of how the records are kept and maintained. The documents attached to this declaration are maintained by Citibank in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with personal knowledge. It is Citibank's regular practice to keep such records in the ordinary course of regularly conducted business activity.

3. As the Manager of a Financial Center, I am familiar with the procedures that Financial Center employees follow to open a new account.

4. When a potential customer approaches Citibank about opening a consumer account, Citibank requires that individual to execute a signature card as a condition to Citibank opening that account.

5. Citibank maintains the signed signature cards in the ordinary course of its business. In the course of my duties as a Manager, I am familiar with signature cards and that they must be executed by customers before a consumer deposit account is opened.

6. During the account opening process at the Financial Center, it is Citibank's custom and practice to provide the customer with a copy of the Client Manual that is effective on the date the account is opened. In the course of my duties as a Manager, I am familiar with the Client Manuals that Citibank employees provide to customers. Citibank Financial Centers maintain copies of Client Manuals available for distribution to existing and potential customers.

7. On November 12, 2021, Citibank opened a savings account ending 5042 (the "**5042 Savings Account**") in plaintiff's name at the Financial Center where I am the Manager. A true and correct copy of the signature card plaintiff executed for the Second Savings Account is attached as **Exhibit C**.

8. On the date the 5041 Savings Account was opened, the Citibank Client Manual Consumer Accounts effective June 18, 2020 (the "**2020 Deposit Agreement**") governed

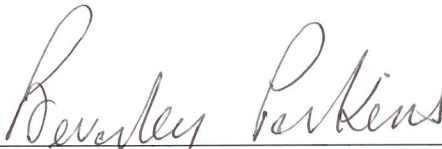
consumer deposit accounts and plaintiff's relationship with Citibank. A true and correct copy of the 2020 Deposit Agreement is attached as **Exhibit F**. On November 12, 2021,

9. On July 14, 2016, Citibank opened a savings account ending 9029 (the "**9029 Savings Account**") in plaintiff's name at the Financial Center where I am the Manager. . On the date the 9029 Savings Account was opened, the Client Manual – Consumer Accounts Effective July 23, 2015 ("**2015 Deposit Agreement**") governed consumer deposit accounts and plaintiff's relationship with Citibank. A true and correct copy of the 2015 Deposit Agreement is attached as **Exhibit D**.

10. On November 22, 2019, Citibank opened a checking account ending in 1037 (the "**Checking Account**") in plaintiff's name at the Financial Center where I am the Manager. . On the date the Checking Account opened, the Client Manual – Consumer Accounts Effective June 18, 2019 ("**2019 Deposit Agreement**") governed consumer deposit accounts and plaintiff's relationship with Citibank. A true and correct copy of the 2019 Deposit Agreement is attached as **Exhibit E**.

11. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 18, 2023



Beverley Perkins
Vice President
Citibank, N.A.